

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452251

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900424941		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Distinguished Prize Indemnity LLC		10/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
Internal Address:	Floor 41		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2937238	AMERICAN HOLE'N ONE	
Registration Number:	2897910	CADDY FOR DADDY	
Registration Number:	1545599	NATIONAL HOLE-IN-ONE ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:	6175743546		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-574-3518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110-3333		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	11/28/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 12, 2017, is made by Distinguished Prize Indemnity LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

WITNESSETH:

Pursuant to that certain Amended and Restated Credit Agreement dated as of October 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Distinguished Programs Group LLC (the "Borrower"), the Grantors and other guarantors party thereto, and the Secured Party, the Secured Party has agreed to extend credit and make certain financial accommodations to the Borrower;

In order to induce the Secured Party to enter into and extend credit to the Borrower under the Credit Agreement, the Borrower and its subsidiaries previously entered into that certain Third Amended and Restated Pledge and Security Agreement dated as of October 26, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"), and the Grantor has executed a Joinder Agreement dated as of the date hereof pursuant to which the Grantor has become a party to the Security Agreement. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Secured Party a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (a) all reissues, renewals, continuations or extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and the Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

GRANTOR:

DISTINGUISHED PRIZE INDEMNITY LLC, a Delaware limited liability company, as a Loan Guarantor

By Distinguished Capital LLC, its Sole Member


By: Distinguished Group LLC, its Sole Member

By: Distinguished LLC, its Sole Member

By: Distinguished Programs Ownership LLC, its Managing Member

By: Potash Operating L.P., its Managing Member

By: Potash Operating GP Corp., its General Partner

By: 
Name: Scott Potash
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 

Name: Raymond P. Darcy

Title: Authorized Officer

[signature page to Trademark Security Agreement
Distinguished Prize Indemnity LLC]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Grantor/Owner	Registration Number	Registration Date	Status
AMERICAN HOLE 'N ONE	Distinguished Prize Indemnity LLC	2,937,238	April 5, 2005	Current
CADDY FOR DADDY	Distinguished Prize Indemnity LLC	2,897,910	October 26, 2004	Current
NATIONAL HOLE-IN-ONE ASSOCIATION	Distinguished Prize Indemnity LLC	1,545,599	June 27, 1989	Current